

CFLS' STUDENT LOAN PAYMENT PROGRAM

This loan payment program is for full-time attorney staff members (unless otherwise negotiated with the Executive Director) who have student loans and who would experience substantial hardship without CFLS' assistance in paying their student loan. Beginning October 1, 2001, CFLS will pay the attorney's monthly student loan payment for interest and principal, up to a maximum monthly payment of \$400 per attorney for attorneys paid up to \$49,999/year, and a maximum of \$300/month for attorneys paid \$50,000-\$60,000/year. For one additional year after the attorney is no longer eligible because of reaching the \$60,000 salary limit, CFLS will reimburse up to \$150/month. Reimbursement shall be based on the monthly amount of the attorney's loan obligation or the amount actually paid, exclusive of late charges or other penalties, as of the date of CFLS' approval of the attorney's initial application. CFLS will not reimburse retroactively. The following guidelines govern CFLS' student loan program:

1. CFLS' Continuation of the student loan program will be on a year-to-year basis with no commitment to continue the program.
2. The program applies to all student loans obtained for education necessary for becoming an attorney and, with the approval of the Executive Director, other student loans for education which would be beneficial to CFLS.
3. To be eligible for the student loan payment benefits, the staff attorney must provide CFLS with a copy of the loan(s) indebtedness instrument, copies of the staff attorney's cancelled checks (front and back) for payments on the indebtedness, or a copy of any statement received indicating payments of the indebtedness.
4. By participating in the student loan program, the staff attorney makes an initial two (2) year commitment to remain in the employ of CFLS from the date of first receiving benefits under the program as determined by CFLS' comptroller and makes a year-to-year employment continuation commitment thereafter should the program continue. If a participating staff attorney resigns or is discharged prior to fulfilling the above commitment, the staff attorney shall repay CFLS, or CFLS may reduce payroll checks, the payments made by CFLS under the student loan program according to the formula below. ***However, if the attorney is discharged due to lack of CFLS funding, no repayment will be required.***
 - a) Initial Two (2) Year Commitment – Repay the payments CFLS made under the program reduced by 12.5% for each three complete months of employment after the date of the initial payment benefit. The date of the initial payment will be provided to the recipient by CFLS' comptroller.
 - b) Year-to-Year Commitment for two (2) additional years – Repay the payments CFLS made under the program for the year reduced by 25% for each three complete months of employment during the year after receiving the initial CFLS payment benefit for the year.
 - c) After four (4) years in the loan forgiveness program with CFLS, no repayment to CFLS is required.

First two years - For example, if an attorney leaves after 14 months of employment, he/she would only repay 50%; after the 15th month, he/she would repay 37.5%; after 24 months, all payments are forgiven.

Third year - If the attorney continues receiving the loan payment benefits in the third year and leaves after 26 months, he/she would repay 100% of what he/she received in months 25 and 26, not what was received for the first two years. After serving the third complete year, all payments are forgiven.

Fourth year - If the attorney continues receiving the benefits in the fourth year, he/she only has to repay benefit received in the fourth year. For example, he/she leaves after completing the 40th month. He/she would repay 75% of what was received in the fourth year only.

After completing four years of employment with CFLS, the attorney does not have to repay CFLS for any future benefits received.

5. CFLS student loan payments will be considered by IRS as income to the staff attorney and will be reported to the IRS.
6. If the attorney is the recipient of another loan forgiveness program, e.g., Florida Bar Foundation or NAPIL, CFLS shall only reimburse the difference between \$400 (or \$300 for attorneys earning between \$50,000-60,000/year) and the amount of the other loan repayment program. For example, if the other program reimburses \$300/month, CFLS shall reimburse \$100 if the attorney earns less than 50,000/year. However, if the other program reimburses any amount over \$400/month (or \$300/month for attorneys paid \$50,000-60,000), CFLS shall not make any reimbursements.

CFLS' STUDENT LOAN PAYMENT APPLICATION

I, _____, currently have the following student loans:

NAME OF LOAN	TOTAL AMOUNT OF LOAN	MONTHLY LOAN PAYMENT	DATE WHEN LOAN WILL BE PAID OFF

I agree to be legally bound by the terms of CFLS' Student Loan Payment Program (attached) including the repayment provisions if I do not fulfill the initial two-year commitment, or the year-to-year commitment for an additional two years, I agree that CFLS may reduce paychecks, PL hours, mileage, etc., reimbursements as necessary to fulfill the repayment obligations.

This means that if I separate from CFLS, whether voluntarily or involuntarily, that I may not receive any future paychecks, etc., if they are required to fulfill my repayment obligation.

I have attached copies of my loan indebtedness instruments. As evidence of my payment, I will furnish (on a monthly basis) a copy of cancelled check (front and back) or copy of bank statement indicating check paid.

Signature of Staff Attorney

Date

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